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Dated: July 01, 2010

A handwritten signature in black ink, appearing to read "Charles G. Case, II", is written over a horizontal line.

CHARLES G. CASE, II
U.S. Bankruptcy Judge

Attorneys for JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA - PHOENIX DIVISION

In re

GENE F PELLETIER AND BARBARA
BASS PELLETIER,

Debtor(s).

Case No. 2:10-BK-15430-CGC

Chapter 7

ORDER FOR RELIEF

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,

Movant,

v.

GENE F PELLETIER AND BARBARA
BASS PELLETIER, Debtor(s); and DAVID A.
BIRDSSELL, Chapter 7 Trustee,

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay having been duly served upon Respondent, Respondent's counsel, and the Trustee, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The automatic stay of 11 United States Code section 362 is hereby immediately terminated as it applies to the enforcement by Movant of all of its rights in the real property

1 under the Note and Deed of Trust commonly known as 1306 W Roosevelt St, Phoenix, Arizona
2 95007 ("Real Property"), which is legally described as:

3 LOT 23, BLOCK 18, F.Q. STORY ADDITION PLAT "C" WEST,
4 ACCORDING TO BOOK 15 OF MAPS, PAGE 41, RECORDS
OF MARICOPA COUNTY, ARIZONA.

5 2. Movant is authorized to foreclose its security interest in the Real Property under
6 the terms of the Note and Deed of Trust, and pursuant to applicable state law;

7 3. Post-petition attorneys' fees and costs for the within motion may be added to the
8 outstanding balance of the subject Note as allowed under applicable non-bankruptcy law;

9 4. Upon foreclosure, in the event Debtors fail to vacate the Property, Movant may
10 proceed in State Court for forcible detainer pursuant to applicable state law;

11 5. Movant may offer and provide Debtors with information re: a potential
12 Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss
13 Mitigation Agreement, and may enter into such agreement with Debtors. However, Movant may
14 not enforce, or threaten to enforce, any personal liability against Debtors if Debtors' personal
15 liability is discharged in this bankruptcy case;

16 6. This Order shall be binding and effective despite any conversion of this
17 bankruptcy case to a case under any other chapter of Title 11 of the United States Code; and

18 7. Counsel for Movant is to serve a copy of this Order immediately upon Debtors,
19 Debtors' counsel, the Trustee, and all other interested parties entitled to Notice of Motion.

20 DATED this ____ day of ____, 2010.

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22 _____
23 UNITED STATES BANKRUPTCY JUDGE
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